

101-DEED-Warranty with lien covenant (Individual)

Sellers Legal Publishers  
Prudential Bldg, Buffalo, N.Y. 14202**This Indenture,**

Made the 8th day of August Nineteen Hundred and Eighty-four

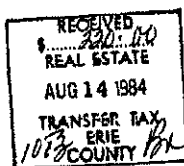
Between

ARTHUR C. CHROSNIAK and DOROTHY CHROSNIAK, his wife, residing at  
S-5419 Roberts Rd., Hamburg, N.Y. 14075,

parties of the first part, and  
WILLIAM J. WAGNER and JULIA L. WAGNER, his wife, residing at  
113 Fisher St., Buffalo, N.Y. 14215,

Witnesseth, that the part of the first part, in consideration of part two of the second part,  
One and More Dollars (\$1.00 & More)  
lawful money of the United States,  
paid by the parties of the second part, do hereby grant and release unto the parties of the  
second part, their heirs and assigns forever,

**All that Tract or Parcel of Land,** situate in the Town of Hamburg,  
County of Erie and State of New York, being part of Lot Number thirty-nine (39),  
Township nine (9), Range eight (8) of the Holland Land Company's Survey and  
being further distinguished as Subdivision Lot Number seventeen (17) in Block  
Number five (5) as shown on a map filed in the Erie County Clerk's Office under  
Cover Number 1240, being situate on the east side of Roberts Avenue, (formerly  
Elmridge Road), being a triangular parcel of land and being two hundred fifty-six  
and eighty-nine hundredths (256.89) feet front and one hundred seventy-seven and  
sixty-four hundredths (177.64) feet in depth on the northeast line and one hundred  
eighty-five and fifty-seven hundredths (185.57) feet in depth on the southeast  
line, commencing thirty-two and thirty-four hundredths (32.34) feet southerly  
from the intersection of said line of Roberts Avenue with the southeast line of  
Hakanaw Avenue, as shown on said map.



15-39-2 On 1240 and 17 blocks

LIBER 9364 PAGE 131

**Together** with the appurtenances and all the estate and rights of the parties of the first part in and to said premises,

**To have and to hold**, the above granted premises unto the said parties of the second part, their heirs and assigns forever.

**And** said parties of the first part

covenant as follows:

**First**, that the parties of the second part shall quietly enjoy the said premises;

**Second**, that said parties of the first part

will forever ~~Warrant~~ the title to said premises.

**Third**, that this conveyance is subject to the trust fund provisions of section thirteen of the lien law.

**In Witness Whereof**, the parties of the first part have hereunto set their hand(s) and seal(s) the day and year first above written.

**In Presence of**

Arthur C. Chroniak

Dorothy Chroniak

**State of New York**  
**County of Erie**

ss.

On this 8th day of August  
before me, the subscriber, personally appeared

Nineteen Hundred and Eighty-four

Arthur C. Chroniak and Dorothy Chroniak  
to me personally known and known to me to be the same person(s) described in and who executed the within instrument, and he (she) (they) acknowledged to me that he (she) (they) executed the same.

**State of New York**  
**County of Erie**

ss.

On this day of  
before me, the subscriber, personally appeared

Nineteen Hundred and

to me personally known and known to me to be the same person(s) described in and who executed the within instrument, and he (she) (they) acknowledged to me that he (she) (they) executed the same.

MAIL TO: Randy H. Guxino  
29991 Sheridan Rd.  
Antwerp, NY 14226

**Filed**

161

1984 AUG 14 PM 2 0

FILED  
ERIE COUNTY  
CLERK'S OFFICE

to

William J. Wagner and  
Julia L. Wagner, his  
wife

Dated August 8th, 1984

STATE OF NEW YORK  
ERIE COUNTY CLERK'S OFFICE  
RECORDED UNDER: 1364 Page 131

LIBER 9364 PAGE 132

THIS SPACE FOR CLERK'S TIME STAMP  
(Do not write in this space.)

ROBERT MILLER  
ATTORNEY AND COUNSELOR AT LAW  
65 HALLER AVENUE  
BUFFALO, NEW YORK 14211  
(716) 884-8185

Prudential Building - Buffalo, New York 14202

ERIE COUNTY CLERK'S OFFICE



County Clerk's Recording Page

Return to:

**Book Type: M Book: 13717 Page: 4085**

Page Count: 6

Party 1:  
WAGNER WILLIAM J

Doc Type: MORTGAGE

Rec Date: 04/09/2015

Rec Time: 10:46:02 AM

Control #: 2015067870

UserID: ERECORD

Trans #: 15055103

Party 2:  
KEYBANK NATIONAL ASSOCIATION

Document Sequence Number

MTDG2015000687

**Recording Fees:**

RECORDING	\$50.00
COE CO \$1 RET	\$1.00
COE STATE \$14.25 GEN	\$14.25
COE STATE \$4.75 RM	\$4.75
MARKOFF FEE	\$0.50

**Consideration Amount: 90000.00**

BASIC MT	\$450.00
SONYMA MT	\$0.00
ADDL MT/NFTA	\$200.00
SP MT/M-RAIL	\$225.00
NY STATE TT	\$0.00
ROAD FUND TT	\$0.00

**Total: \$945.50**

STATE OF NEW YORK  
ERIE COUNTY CLERK'S OFFICE

WARNING – THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT REQUIRED BY SECTION 319&316-a (5) OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH. THIS IS NOT A BILL.

Christopher L. Jacobs  
County Clerk

Return To:

Southwest Financial Services, LTD.  
PO Box 300  
Cincinnati, OH 45273-8043  
DF645147

TD

[Space Above This Line For Recording Data]

23745903

**SHORT FORM HOME EQUITY LINE OF CREDIT MORTGAGE**

**THIS SECURITY INSTRUMENT IS A CREDIT LINE MORTGAGE AS DEFINED IN SECTION 281 OF THE NEW YORK REAL PROPERTY LAW. IT SECURES AN INDEBTEDNESS UNDER THE AGREEMENT DEFINED IN "DEBT INSTRUMENT" BELOW WHICH REFLECTS THE FACT THAT THE PARTIES REASONABLY CONTEMPLATE ENTERING INTO A SERIES OF ADVANCES, PAYMENTS, AND READVANCES. THE AGREEMENT LIMITS THE AGGREGATE AMOUNT AT ANY TIME OUTSTANDING TO THE MAXIMUM PRINCIPAL AMOUNT SET FORTH IN "DEBT INSTRUMENT" BELOW.**

**WORDS USED OFTEN IN THIS DOCUMENT**

Words used in multiple sections of this Security Instrument are defined below and in the Master Form.

"Master Form" means that certain Master Form Home Equity Line of Credit Mortgage recorded on 11/18/2013, as Instrument No. 2013264034 in Book 107 of Mortgages at Page 2753 of the official land records of the Clerk/Registrar of ERIE County, State of New York.

"Security Instrument." This document, which is dated 03/19/15, together with all riders to this document, will be called the "Security Instrument."

"Borrower" is

WILLIAM J. WAGNER, MARRIED  
JULIA L. WAGNER, MARRIED

Borrower sometimes will be called "Borrower" and sometimes simply "I" or "me."

The Borrower's address is 5419 ROBERTS RD  
HAMBURG, NY 14075

PARCEL-BLOCK-LOT #: 181.07-1-12

"Co-Grantor" means any Borrower who signs this Security Instrument but does not execute the Debt Instrument.

"Lender." KeyBank National Association will be called "Lender."

Lender is a corporation or association which exists under the laws of the United States. Lender's address is 4910 Tiedeman Road, Suite C, Brooklyn, OH 44144.

"Debt Instrument." The loan agreement or other credit instrument signed by Borrower and dated 03/19/15, will be called the "Debt Instrument." The Debt Instrument shows that I owe Lender, or may owe Lender, an amount that may vary from time to time up to a maximum principal sum outstanding at any one time of U.S. \$ 90,000.00 (called the "Credit Limit") plus interest and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in full by the maturity date set forth in the Debt Instrument.

"Property." The property that is described below in the section titled "Description of the Property," will be called the "Property."

"Loan." The "Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all sums due under this Security Instrument, plus interest.

"Sums Secured." The amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property" sometimes will be called the "Sums Secured."

**BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY**

I mortgage, grant and convey the Property to Lender subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument

and also those rights that Applicable Law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe Lender as stated in the Debt Instrument including, but not limited to, all future advances, renewals, extensions and modifications of the Debt Instrument, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument;
- (B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and
- (C) Keep all of my other promises and agreements under this Security Instrument and the Debt Instrument.

#### DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described in (A) through (G) below:

(A) The Property which is located at  
5419 ROBERTS RD HAMBURG, NY 14075  
("Property Address"), which is also located in:  
the County of ERIE, in the State of New York  
PARCEL-BLOCK-LOT #: 181.07-1-12

and as may be more fully described in Schedule A;

(B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;

(C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"

(D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;

(E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;

(F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and

(G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) through (F) of this section.

#### BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; (C) I will not use the Property for or in connection with any illegal activity; and (D) there are no outstanding claims or charges against the Property, as of the execution date of this Security Instrument, except for this Security Instrument and the encumbrances described in Schedule B, which is attached to this Security Instrument and incorporated herein by reference.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

#### PLAIN LANGUAGE SECURITY INSTRUMENT

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains other promises and agreements that vary in different parts of the country. My promises and agreements are stated in "plain language."

#### INCORPORATION OF MASTER FORM PROVISIONS

Definitions in the Master Form that are not set forth above and Section 1 through and including Section 22 of the Master Form, are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of the Master Form and agrees to be bound by the Sections and paragraphs of the Master Form incorporated into this Security Instrument.

**Borrower's Statement Regarding the Property [check box as applicable].**

☒ This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.

☐ This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking facilities.

☐ This Security Instrument does not cover real property improved as described above.

**BY SIGNING BELOW, I accept and agree to the terms and covenants contained in this Security Instrument and in any rider executed by me and recorded with it.**

BORROWER:

William J. Wagner  
WILLIAM J. WAGNER

BORROWER:

Julia J. Wagner  
JULIA J. WAGNER

BORROWER:

BORROWER:

BORROWER:

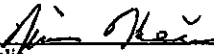
BORROWER:

BORROWER:

BORROWER:

STATE OF NEW YORK                     )  
  ) SS:  
COUNTY OF Erie                     )

On the 19th day of March in the year 2015 before me, the undersigned,  
personally appeared William J. Wagner and Selia L. Wagner,  
personally known to me or proved to me on the basis of satisfactory evidence to  
be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument,  
the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

NICHOLAS HEINS  
Notary Public, State of New York  
Qualified in Erie County  
Reg. No. 01HE6249943  
My Commission Expires Oct. 17, 2015

**THIS INSTRUMENT PREPARED BY:** KeyBank National Association / Kristy Young

*All unattached parcels of land*

**Schedule A**

SITUATED IN THE TOWN OF HAMBURG, COUNTY OF ERIE AND STATE OF NEW YORK:  
 BEING PART OF LOT NUMBER THIRTY-NINE (39), TOWNSHIP NINE (9), RANGE EIGHT  
 (8) OF THE HOLLAND LAND COMPANY'S SURVEY AND BEING FURTHER DISTINGUISHED AS  
 SUBDIVISION LOT NUMBER SEVENTEEN (17) IN BLOCK NUMBER FIVE (5) AS SHOWN ON  
 A MAP FILED IN THE ERIE COUNTY CLERK'S OFFICE UNDER COVER NUMBER 1240,  
 BEING SITUATE ON THE EAST SIDE OF ROBERTS AVENUE, (FORMERLY ELMRIDGE ROAD),  
 BEING A TRIANGULAR PARCEL OF LAND AND BEING TWO HUNDRED FIFTY-SIX AND  
 EIGHTY-NINE HUNDREDTHS (256.89) FEET FRONT AND ONE HUNDRED SEVENTY-SEVEN  
 AND SIXTY-FOUR HUNDREDTHS (177.64) FEET IN DEPTH ON THE NORTHEAST LINE AND  
~~ONE HUNDRED EIGHTY-FIVE AND FIFTY-SEVEN HUNDREDTHS (185.57) FEET IN DEPTH~~  
 ON THE SOUTHEAST LINE, COMMENCING THIRTY-TWO AND THIRTY-FOUR HUNDREDTHS  
~~(32.34) FEET SOUTHERLY FROM THE INTERSECTION OF SAID LINE OF ROBERTS AVENUE~~  
 WITH THE SOUTHEAST LINE OF HAKANAW AVENUE, AS SHOWN ON SAID MAP. SUBJECT TO  
 ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS  
 OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND  
 OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN  
 POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND  
 PAYABLE. BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME 9364,  
 PAGE 131, OF THE ERIE COUNTY, NEW YORK RECORDS.

This Property Will Be  
 Improved By A 1 Or 2  
 Family Dwelling Only

**Schedule B**

Reference Number: 150211228010C

KeyBank NY Short Form HELOC Security Instrument (6/08/11)  
 HC# 4834-7785-4981v4

(page 5 of 5 pages)